



IFW

ATTORNEY'S DOCKET NUMBER: 2003320-0036 (Alien Sequences US Nat'l)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Smith, *et al.*  
Serial No: 10/763,039  
Filing Date: January 22, 2004  
Title: Alien Sequences

Examiner: Not yet assigned  
Group Art Unit: 1645

Commissioner For Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**Certificate of Mailing**  
I certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

August 25, 2006

Date

Signature

Marilyn Murphy

Typed or Printed Name of person signing certificate

Sir:

**TRANSMITTAL LETTER**

Enclosed herewith please find the following documents:

1. Establishing Right of Assignee To Take Action (2 pages);
2. Copy of Assignment of Prashanth Vishwanath assigning rights to Trustees of Boston University (2 pages);
3. Copy of Assignment of Sean Quinlan and Temple Smith assigning rights to Modular Genetics, Inc. (4 pages);
4. Appointment of Attorney (1 page);
5. Written Assertion of Small Entity Status (1 page); and
6. Return Postcard

Please charge any fees or credit any overpayments in the fees that may be due in this matter to Deposit Account No. 03-1721.

Respectfully submitted,

Cameron M. Luitjens, Ph.D.  
Reg. No. 58,674

CHOATE, HALL & STEWART LLP  
Two International Place  
Boston, MA 02110  
Telephone: 617-248-5000  
Facsimile: 617-248-4000

**Dated: August 25, 2006**



**ATTORNEY DOCKET NO.: 2003320-0036 (Alien Sequences US Nat'l)**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant:	Smith et al.	Examiner:	Not yet assigned
Serial No.:	10/763,039	Art Unit:	1645
Filing Date:	January 22, 2004		
Title:	Alien Sequences		

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION**  
**(37 CFR § 3.73(b))**

The inventors of the above-referenced United States patent application have assigned their entire right, title, and interest in the inventions disclosed therein according to the following table:

Inventor	Assignee
Sean QUINLAN	Modular Genetics, Inc.
Temple SMITH	Modular Genetics, Inc.

Thus, the Assignee of the inventors' entire right, title, and interest is:

**Modular Genetics, Inc.**

According to 37 CFR § 3.73(b), the Assignee is entitled to take action relating to the application in the Patent and Trademark Office if the Assignee establishes ownership to the satisfaction of the Commissioner.

Ownership by the assignee is established as follows:

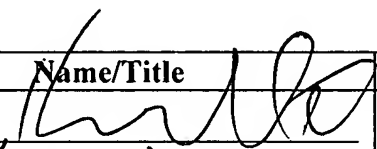
\_\_\_\_\_ documents already recorded in the PTO on \_\_\_\_\_.

Reel \_\_\_\_\_ Frame \_\_\_\_\_; and

X documents separately submitted for recordal to the PTO (a copy of these documents is attached).

#### STATEMENT

I, person(s) authorized to sign on behalf of the Assignee, have reviewed the evidentiary documents referred to above and certify that, to the best of my knowledge and belief, title is mine/ours as Assignee who seeks to take further action.

Name/Title	Assignee	Date
Signature: 	Modular Genetics, Inc. 325 Vassar Street Cambridge, MA 02139	
Name: <u>Kevin Laracu</u>		
Title: <u>President &amp; CEO</u>		

## ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Prashanth Vishwanath** of Boston, Massachusetts, United States of America hereby

Sells, assigns and transfers to **Trustees of Boston University**, having a place of business at **One Sherborn Street, Boston, MA 02215**, its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE, his/her entire right, title and interest for the United States and all foreign countries; in and to any and all inventions which are disclosed in the application for United States Letters Patent entitled "**Alien Sequences**" filed **January 22, 2004**, and given serial number **10/763,039** in and to said application and all divisional, continuing, substitute, renewal, reissue, re-examination or other application for Letters Patent which has been or shall be filed in the United States or any foreign country on any of said inventions, and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

Agrees that said ASSIGNEE may apply for and receive Letters Patent for said inventions in its own name and when requested, without charge to but at the expense of said ASSIGNEE, agrees to carry out in good faith the intent and purpose of this Assignment by executing all divisional, continuing, substitute, renewal, reissue, reexamination and all other patent applications on any and all said inventions; by executing all rightful oaths, assignments, powers of attorney and other papers; by communicating to said ASSIGNEE all facts known to him/her relating to said inventions and the history thereof, and generally by doing everything possible which said ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said ASSIGNEE. Each of the undersigned also hereby appoints ASSIGNEE as its common agent for purposes of prosecuting international patent applications and any material patent applications for which such common agency is recognized.

Hereby requests the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

Covenants with said ASSIGNEE that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by him/her, and that full right to convey the same as herein expressed is possessed by him/her.

IN WITNESS WHEREOF, I hereto set my hand and seal at 325 Vassar Street,  
Cambridge, MA this 2 day of August 2006

V. L. P.  
**Prashanth Vishwanath**

STATE OF Massachusetts  
COUNTY OF Middlesex SS.

On the 2 day of August 2006, before me, personally appeared Prashanth Vishwanath, proved to me through satisfactory evidence of identity which was personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

Catalan Jenkins  
NOTARY PUBLIC

[Notary's Seal Here]

My Commission Expires: June 19, 2013

## ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned **Sean Quinlan**, of Melrose, Massachusetts, United States of America; and **Temple Smith** of Marblehead, Massachusetts, United States of America, hereby

Sells, assigns and transfers to **Modular Genetics Inc.**, having a place of business at **325 Vassar Street, Cambridge, Massachusetts, 02139**, its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE, his/her entire right, title and interest for the United States and all foreign countries; in and to any and all inventions which are disclosed in the application for United States Letters Patent entitled "**Alien Sequences**" filed **January 22, 2004**, and given serial number **10/763,039** in and to said application and all divisional, continuing, substitute, renewal, reissue, re-examination or other application for Letters Patent which has been or shall be filed in the United States or any foreign country on any of said inventions, and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

Agrees that said ASSIGNEE may apply for and receive Letters Patent for said inventions in its own name and when requested, without charge to but at the expense of said ASSIGNEE, agrees to carry out in good faith the intent and purpose of this Assignment by executing all divisional, continuing, substitute, renewal, reissue, reexamination and all other patent applications on any and all said inventions; by executing all rightful oaths, assignments, powers of attorney and other papers; by communicating to said ASSIGNEE all facts known to him/her relating to said inventions and the history thereof, and generally by doing everything possible which said ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said ASSIGNEE. Each of the undersigned also hereby appoints ASSIGNEE as its common agent for purposes of prosecuting international patent applications and any material patent applications for which such common agency is recognized.

Hereby requests the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

Covenants with said ASSIGNEE that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by him/her, and that full right to convey the same as herein expressed is possessed by him/her.

IN WITNESS WHEREOF, I hereto set my hand and seal at 325 Vassar St.,

Cambridge, MA this 17 day of August 2006.

STATE OF Massachusetts  
COUNTY OF Middlesex SS.

Sean Quinlan

On the 17 day of August 2006, before me, personally appeared Sean Quinlan, proved to me through satisfactory evidence of identity which was personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

Catherine Gruller  
NOTARY PUBLIC

[Notary's Seal Here]

My Commission Expires:

IN WITNESS WHEREOF, I hereto set my hand and seal at \_\_\_\_\_,

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

Temple Smith

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ SS.

On the \_\_\_\_ day of \_\_\_\_\_ 2006, before me, personally appeared Temple Smith, proved to me through satisfactory evidence of identity which was \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

\_\_\_\_\_  
NOTARY PUBLIC

[Notary's Seal Here]

My Commission Expires:

## ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned **Sean Quinlan**, of Melrose, Massachusetts, United States of America; and **Temple Smith** of Marblehead, Massachusetts, United States of America, hereby

Sells, assigns and transfers to **Modular Genetics Inc.**, having a place of business at **325 Vassar Street, Cambridge, Massachusetts, 02139**, its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE, his/her entire right, title and interest for the United States and all foreign countries; in and to any and all inventions which are disclosed in the application for United States Letters Patent entitled "**Alien Sequences**" filed **January 22, 2004**, and given serial number **10/763,039** in and to said application and all divisional, continuing, substitute, renewal, reissue, re-examination or other application for Letters Patent which has been or shall be filed in the United States or any foreign country on any of said inventions, and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

Agrees that said ASSIGNEE may apply for and receive Letters Patent for said inventions in its own name and when requested, without charge to but at the expense of said ASSIGNEE, agrees to carry out in good faith the intent and purpose of this Assignment by executing all divisional, continuing, substitute, renewal, reissue, reexamination and all other patent applications on any and all said inventions; by executing all rightful oaths, assignments, powers of attorney and other papers; by communicating to said ASSIGNEE all facts known to him/her relating to said inventions and the history thereof, and generally by doing everything possible which said ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said ASSIGNEE. Each of the undersigned also hereby appoints ASSIGNEE as its common agent for purposes of prosecuting international patent applications and any material patent applications for which such common agency is recognized.

Hereby requests the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

Covenants with said ASSIGNEE that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by him/her, and that full right to convey the same as herein expressed is possessed by him/her.



IN WITNESS WHEREOF, I hereto set my hand and seal at 3

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

Sean Quinlan

STATE OF \_\_\_\_\_  
SS.

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ 2006, before me, personally appeared Sean Quinlan, proved to me through satisfactory evidence of identity which was \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

\_\_\_\_\_  
NOTARY PUBLIC

[Notary's Seal Here]

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, I hereto set my hand and seal at 325 Vassar St.

Cambridge, MA 02139 this 2 day of August 2006.

Temple Smith  
Temple Smith

STATE OF Massachusetts  
SS.

COUNTY OF Middlesex

On the 2 day of August 2006, before me, personally appeared Temple Smith, proved to me through satisfactory evidence of identity which was personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

Cathleen Quinlan  
NOTARY PUBLIC

[Notary's Seal Here]

My Commission Expires: June 14, 2013



ATTORNEY DOCKET NO.: 2003320-0036 (Alien Sequences US Nat'l)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant:	Smith et al.	Examiner:	Not yet assigned
Serial No.:	10/763,039	Art Unit:	1645
Filing Date:	January 22, 2004		
Title:	Alien Sequences		

Sir:

**APPOINTMENT OF ATTORNEY**

The undersigned hereby appoints:

The attorneys/agents associated with **Customer No. 24280** as its attorneys and agents for prosecution of matters relating to the above-identified patent application and to conduct all business in the United States Patent and Trademark Office.

All correspondence should be sent to:

CHOATE, HALL & STEWART LLP  
Patent Department  
Two International Place  
Boston, Massachusetts 02110

Respectfully submitted,

Name: Kevin Surrer

Title: President + CSO

On behalf of Modular Genetics, Inc.

Dated: 8/23/2006



ATTORNEY DOCKET NO.: 2003320-0036 (Alien Sequences US Nat'l)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Smith et al.	Examiner:	Not yet assigned
Serial No.:	10/763,039	Art Unit:	1645
Filing Date:	January 22, 2004		
Title:	Alien Sequences		

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

WRITTEN ASSERTION OF SMALL ENTITY STATUS

UNDER 37 CFR §1.27(a)(2)

SMALL BUSINESS CONCERN

The undersigned hereby asserts entitlement to small entity status as a small business concern under 37 CFR §1.27(a)(2) on behalf of **Modular Genetics, Inc.**

This assertion is made on the ground that **Modular Genetics, Inc.** is a concern:

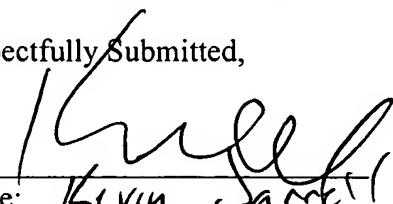
- (a) whose number of employees, including affiliates, does not exceed 500 persons; and
- (b) that *has not* assigned, granted, conveyed, or licensed, and is under no obligation under contract or law to assign, grant, convey, or license, any rights in the above-referenced patent application to any party who does not qualify for small entity status either as a person, a small business concern, or a nonprofit organization under 37 CFR §1.27, as set forth in 13 CFR §121.802.

Respectfully Submitted,

Name:

Title:

Date:

  
Kevin Samet  
President + CSO  
8/23/2006